

Question	Response
<p>In paragraph 1.1 Background the following paragraph states:“The Contractor or its subcontractors, may in the course of and pursuant to the contract, create, conceive, develop or contribute to material, including, but not limited to software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored and which the Contractor or subcontractor may attempt to mark or otherwise treat as proprietary in nature. In accordance with this contract, the Contractor and its subcontractors are prohibited from doing so and shall transfer to the Government, any such Proprietary Property which the contractor claims to conceive, develop or contribute in pursuit of this contract, and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. The Contractor or subcontractor assigns to the Government, any and all rights that it may have or obtain or intent to obtain, in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Contractor or subcontractors, during, or outside work hours on the on behalf of the Government, or in pursuit of this contract, or through the use of the Government's assets shall also be governed by this Agreement.”</p> <p>This is generally the case with any software development for the government, isn't it? Is this just a general statement to ensure everyone understands that anything developed on this contract belongs to the government or is there some specific reason or software that is already proprietary that needs to be replaced?</p>	<p>This is standard language that will be included in most performance work statements that come out of our office moving forward.</p>